

2013 Mar-22 PM 04:38 U.S. DISTRICT COURT N.D. OF ALABAMA

Your ERA Mortgage Consultant

Gerwin Wallace

Phone: (256) 310-5701, Ext. Fax: (856) 917-2966

Email: Gerwin.Wallace@mortgagefamily.com Hours: Monday-Friday 8:30 a.m.-9:00 p.m.

Saturday and Sunday 10:30 a.m.-7:00

p.m.

Eastern Time

1

May 2, 2007

April L Kennedy 2513 Coldwater Road Anniston, AL 36201

#### Your personal reference number is 8475903

Dear April L Kennedy,

Congratulations! Your first mortgage loan for \$311,920 and your second mortgage loan for \$38,990 have been approved by ERA Mortgage! Now you and your ERA agent can go house hunting with confidence, because sellers will know your offer is solid.

At ERA Mortgage we understand that buying a home is a big deal. So you can count on me and my team -- backed by ERA Mortgage's vast experience in the business -- to be here for you from the time you make your offer to the moment you close. As soon as you find your new home, just give me a call and we'll finalize your loan application.

The conditions you are required to satisfy to close your loan are attached. Please give us a call if the details of your loan change or anytime you have a question. You can reach me or a member of my team Monday through Friday from 8:30 a.m. to 9:00 p.m. and on Saturday and Sunday from 10:30 a.m. to 7:00 p.m.

Sincerely, Herwin Wallace

Gerwin Wallace

Your ERA Mortgage Consultant

First Mortgage Second Mortgage

Sale Price: \$389,900

 Loan Amount:
 \$311,920
 Loan Amount:
 \$38,990

 Interest Rate on 05/02/2007
 6.320%
 Interest Rate on 05/02/2007
 8.375%

Type of Loan: 30 yr Conventional Fixed Type of Loan: 15 yr Conventional Balloon

Lock Option: Floating Lock Option: Floating

Lower rate may become available. Call me to check rates. Lower rate may become available. Call me to check rates.





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**Phone: (256) 310-5701, Ext.** Fax: (856) 917-2966

Email: Gerwin.Wallace@mortgagefamily.com Hours: Monday-Friday 8:30 a.m.-9:00 p.m. Saturday and Sunday 10:30 a.m.-7:00

p.m.

Eastern Time

#### **NEXT STEPS**

1) Work with your ERA agent.

- 2) Find your new home.
- 3) Call me to finalize your loan application.

To get a head start on your loan application, please fax any of the following to me at (856) 917-2966. Your final loan approval is subject to documentation of the following:

| Adc | ditional information regarding your loan is as follows:  |
|-----|--|
|     | All parties who sign the security instrument must also sign and date the Truth in Lending, and the Right of Rescission (if applicable).  |
|     | Obtain a full title search and mortgagee title-insurance policy prior to closing the loan.   |
|     | Approval is valid up to an interest rate of 9.125 percent, based on the current application data.  |
|     | Obtain an appraisal to verify that the sales price or estimated value supports the property value.   |
|     | Typed, signed, dated original application for 1st mortgage and 2nd mortgage amounts.   |
|     | Provide the declarations page for the homeowners insurance policy showing Lender named as the loss payee to verify coverage for 1st mortgage and home equity line of credit/second mortgage.   |
|     | Customer must execute the Second Mortgage Balloon Loan Disclosure prior to closing.  |
|     | Confirm the seller is the owner of record on title commitment or appraisal.  |
|     | Confirm that our Customer and Seller are named on the Contract of Sale. If the Contract of Sale has been Assigned, further investigation may be required.  |
|     | Homeowner's Insurance Policies that limit/exclude from coverage, perils such as windstorm, hurricane, hail damage, are not acceptable. If your policy excludes such coverage, a separate policy/endorsement that provides adequate coverage is required. |
|     | All verification documents must be dated within 120 days of the closing date. For new construction, documents must be dated within 180 days of the closing date.   |
|     | We will request flood-zone certification; if flood insurance is required, provide a copy of the policy at or before closing.   |
|     | Any changes in your application may affect, but is not limited to, rate, points, appraisal requirements, maximum loan amount, and additional documentation may be required.  |
|     | Provide documentation confirming that homeowner's insurance has been, or will be, obtained at or before closing, and that premiums have been prepaid for one year.   |
|     | Provide a fully executed agreement of sale to support the purchase price of \$389900.00.   |



| You wil | l be | req | uired | to | provide | the | fol | lowing | : |
|---------|------|-----|-------|----|---------|-----|-----|--------|---|
|         |      |     |       |    |         |     |     |        |   |

□ Sign and date the Request for Transcript of Tax Return (IRS form 4506T) that is included in your application package.

The interest rate and points combination you select must not cause the APR or the points and fees to exceed the applicable federal, state or local high-cost threshold(s).

If any of the loan information you provided to us changes (see Confirmation pages), let me know right away! The rate, costs and conditions associated with your loan may change, too.

Remember to call me as soon as you find a home. I'll keep you up to date on status of your loan, walk you through the steps of the process, and answer all your questions.

I want getting your mortgage to be the easiest part of getting your new home!

Gerwin (256) 310-5701, Ext. Case 1:12-cv-01745-VEH Document 61-1 Filed 03/22/13 Page 4 of 28

Customer Name : April L Kennedy Date: May 02, 2007

Address: 2513 COLDWATER ROAD ANNISTON, AL 36201

#### Notice To Home Loan Applicant

In connection with your request for an application for a home loan, a lender must disclose to you the score that a credit bureau distributed to users and we used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address or telephone number provided below. The credit bureau plays no part in the decision to take any action on your loan application request and is unable to provide you with specific reasons for the decision on a loan application.

Trans Union LLC Experian Equifax P.O. Box 1000 P.O. Box 740241 701 Experian Parkway, P.O. Box 2002 Chester, PA 19022 Atlanta, GA 30374 Allen, TX 75013 1-(888) 397-3742 1-(800) 685-1111 1-(800) 888-4213 Ref: 322412214450200 Ref: 322412214450200 Ref: 322412214450200 Ord. Date: 05/02/2007 Ord. Date: 05/02/2007 Ord. Date: 05/02/2007 www.transunion.com www.equifax.com www.experian.com/reportaccess

If you have any questions concerning the terms of the loan, contact the lender. The following information about your credit scores was provided:

| Name of Score      | Credit Score | Key factors affecting score  |
|--------------------|--------------|--|
| EquifaxBeacon      | 741          | 00030 TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT, 00010 PROPORTION OF BALANCES TO CREDIT LIMITS TOO HIGH ON REVOLVING ACCOUNTS, 00014 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED, 00005 TOO MANY ACCOUNTS WITH BALANCES, 00008 TOO MANY INQUIRIES IN THE LAST 12 MONTHS                            |
| ExperianFairIsaac  | 757          | 00014 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED, 00010 PROPORTION OF BALANCE TO HIGH CREDIT ON REVOLVING ACCOUNTS, 00005 TOO MANY ACCOUNTS WITH BALANCES, 00008 TOO MANY INQUIRIES LAST 12 MONTHS  |
| TransUnionEmpirica | 727          | 00010 PROPORTION OF REVOLVING BALANCES TO REVOLVING CREDIT LIMITS IS TOO HIGH, 00030 TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT, 00012 INSUFFICIENT LENGTH OF REVOLVING CREDIT HISTORY, 00003 PROPORTION OF LOAN BALANCES TO LOAN AMOUNTS IS TOO HIGH, 00008 TOO MANY INQUIRIES IN THE LAST 12 MONTHS |

Here is the range of credit scores for the credit scoring companies above: Experian Fair Isaac - 375 to 900; Beacon - 350-950; Empirica - 300-850

ERA Mortgage Gerwin Wallace (256) 310-5701 Extension



First Loan Registration Number -To be Assigned Second Mortgage Loan Registration Number - To be Assigned

## Personal Profile & Loan Request

## This is your easy to understand application

## About You...

| 2   |   |  |
|---|---|--|
| Personal Information  |   | Personal Information   |
| April L Kennedy<br>2513 Coldwater Road<br>Anniston, AL 36201  |   |  |
| Social Security Number:   | 420-27-5713   |  |
| Age:  | 27  |  |
| Marital Status:   | Unmarried(S/D/W)  |  |
| Contact Information   |   | Contact Information  |
| Home Phone : (256) 310-2167   |   |  |
| "Co-Borrower," as applicable. Co-Bo<br>a person other than the Borrower (inc<br>Borrower's spouse or other person w<br>his or her liabilities must be considere<br>resides in a community property state<br>located in a community property state | rrower information must also be p<br>cluding the Borrower's spouse) will<br>he has community property rights<br>and because the spouse or other pro-<br>e, the security property is located<br>to as a basis for repayment of the | ne Lender's assistance. Applicants should complete this form as "Borrower" or provided (and the appropriate box checked) when the income or assets of a be used as a basis for loan qualification or the income or assets of the surrounding property rights pursuant to applicable law and Borrower in a community property state, or the Borrower is relying on other property loan.  agree that we intend to apply for joint credit (sign below): |
| April L Kennedy   |   |  |
| About Your Pro  | perty   |  |
| Dear April L Kennedy  | 1   |  |
| Thank you for allowing us to hand   | le the Purchase of your Primary   | home located at  |
| Oxford AL 36203 Calbour Coun  |   |  |

# About Your Mortgage...

April L Kennedy

The title to the property will be held in the name(s) of

Congratulations! You have been APPROVED for a Conventional First Mortgage in the amount of \$311,920.00 and a Second Mortgage in the amount of \$38,990.00 with a Sale Price of \$389,900.00 360 Month First Mortgage Term Fixed Rate First Mortgage 6.32% First Mortgage Rate

## About Your Income...

| Place of Employment   |                    | Place of Employment |
|---|--------------------|---------------------|
| Regional Medical Center<br>400 East 10th Street<br>Anniston, AL 36207 |                    |                     |
| Present Position:   | Nurse              |                     |
| Dates of Employment:  | 05/01/2003-Present |                     |
| Office Telephone Number:  | (256) 235-5217     |                     |
|   |                    |                     |
| Monthly Income: \$6,000   |                    |                     |
| Source*   |                    |                     |
| \$6,000 Base Income   |                    |                     |
|   |                    |                     |

<sup>\*</sup>Alimony, separate maintenance, or child support does not need to be revealed if you do not wish to have it considered for repayment of this loan.

## About Your Liabilities...

The liabilities being considered for your qualification are \*\*:

\$123 Installment Debt

\$202 Revolving Debt

## About Your Assets...

The source of your down payment and/or settlement charges will be drawn from \*\*\*:

\$80,000 Checking Account

\$25,000 Vested Interest in a Retirement Fund

\*\*\* Please note that all assets are subject to proper verification and are expressed on this form as a cumulative total of accounts.

<sup>\*</sup>Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

<sup>\*\*</sup>Please note that all liabilities are subject to proper verification and are expressed on this form as a cumulative total of monthly payments.

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## **Declarations**

| <b>Y-</b> Yes                           | N-No   | Borrower |
|---|--|----------|
| Are there any out                       | tstanding judgments against you?   | N        |
| Have you been d                         | eclared bankrupt within the past 7 years?  | N        |
| Have you had pro                        | operty foreclosed upon or given title or deed in lieu thereof in the last 7 years?   | N        |
| Are you a party t                       | o a lawsuit?   | N        |
| foreclosure, or ju<br>educational loans | y or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of dgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, s, m, manufactured <mobile> home loan, any mortgage, financial obligation, bond or loan guarantee.) If etails, including date, address of Lender, FHA or VA case number, if any, and reasons for the action.</mobile> |          |
|   | y delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond or If "Yes," give details as described in the preceding question.   | N        |
| Are you obligate                        | d to pay alimony, child support, or separate maintenance?  | N        |
| Is any part of the                      | down payment borrowed?   | N        |
| Are you a co-mal                        | ker or endorser on a note?   | N        |
| Are you a U.S. ci                       | itizen?  | Y        |
| Are you a perma                         | nent resident alien?   | N        |
| Do you intend to                        | occupy the property as your primary residence?   | Y        |
| Have you had an                         | ownership interest in a property in the last three years?  | N        |
| What type of                            | property did you own principal residence (PR), second home (SH), or investment property (IP)?  |          |
| How did you person (O)?                 | hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another  |          |

## Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors and assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Lean and/or administration of the Lean account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

| Borrowers Signature | Date | Co-Borrower's Signature | Date |
|---------------------|------|-------------------------|------|
| X                   |      | X                       |      |

## Information for Government Monitoring Purposes

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

| BORROV     | VER: I do not wish t                         | o furnish this information  | CO-BORR    | OWER: I do not wish                          | n to furnish this information |
|------------|--|-----------------------------|------------|--|-------------------------------|
| Ethnicity: | Hispanic or Latino                           | ✓ Not Hispanic<br>or Latino | Ethnicity: | Hispanic or<br>Latino                        | Not Hispanic<br>or Latino     |
| Race:      | American Indian or<br>Alaskan Native         | Asian                       | Race:      | American Indian or<br>Alaskan Native         | Asian                         |
|            | Native Hawaiian or<br>Other Pacific Islander | White                       |            | Native Hawaiian or<br>Other Pacific Islander | White                         |
|            | Black or African<br>American                 |                             |            | Black or African<br>American                 |                               |
| Sex:       | Male   | ✓ Female                    | Sex:       | Male   | Female                        |
| ☐ Tele     |  | anon                        |            |  |                               |
| Fac        | e to Face By                                 |                             |            |  |                               |
| Inte       | ernet Wallace Ger                            | win                         | Wallace De | rwin   |                               |
|            | Interviewer's                                | Name                        |            |  | Date                          |
|            |  | Signatur                    | e          | Da   | ite                           |

Date\_

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For your convenience.

we've included these wallet cards. Keep them

weller cereis notes them handy so you can call us as soon as you've found your dream house. We'll make the closing as easy as 1-23

Mondaya Fridaya 8;308aan am 0000 Saturday and Sunday 10:30030 a.nam000p.mp.m EastasseTimme

Gerwin Wallace Mortgage Consultant Physic (256197579) Exext

Fax: (8896) 17-966 Gerwin. Wallace@mortgagefamily.com Gerwin. Wallace@mortgagefamily.com



MondayoFaiday & 30ya.8889: 20m 900 p.m. p.m Saturday and Sunday 10:30 10:30

a.m.-7-20mp.700 p.m Easternations Time

Gerwin Wallace Mortgage Consultabilitant
Phone none 56 236 - 5701 - 5701 Ext Fax: Fax(856)896-2966 Gerwin, Wallace@mortgagefamily.com Gerwin, Wallace@mortgagefamily.com

### April L Kennedy 2513 Coldwater RD Anniston, AL 36201

| RE: Registration Number To Be Assigned. |  |
|---|--|
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   | Originator : Gerwin Wallace                                      |
|   |  |
|   |  |
| (256) 310-5701, Ext.                    |  |
|   | Date/Time: 05/02/2007 15:19:31<br>Borrower Name: April L Kennedy |

Print Consolidation

Team Player : \_\_\_\_\_

Gerwin Wallace





## PRE -APPROVAL Easy Three Step Process

Customer Name(s): April L Kennedy Date: 5/3/2007

First Mortgage

Loan Number: 0044342830

Second Mortgage

Loan Number: 0044342848

#### **Loan Information**

PROPERTY 101 KARIAN COURT SALES PRICE: \$ 385,000.00

ADDRESS: OXFORD, AL 36203 FIRST MORTGAGE LOAN AMOUNT: \$ 308,000.00

SECOND MORTGAGE LOAN AMOUNT: \$ 38,500.00

FIRST MORTGAGE LOAN TYPE: Conventional

TOTAL MONTHLY DEBT: \$

TOTAL MONTHLY INCOME: \$ 6,000.00 SELF-EMPLOYED STATUS: X indicates YES

April L Kennedy

Dear April L Kennedy

CLOSING AGENT:

OCCUPANCY TYPE: Owner Occupied

ESCROW ACCOUNT REQUIRED: NO

CLOSING DATE: 05/15/2007

PROPERTY TYPE: Single Family Residence

KING TITLE

Your first and second mortgage loans are pre-approved!\*\* Congratulations on finding your dream home! Based upon your excellent credit and financial profile, we're equally pleased to tell you that you've qualified for our exclusive VIP2 program. VIP2 stands for Very Improved Process for Very Important People. This means that you do not need to provide us with income and asset verification. Our VIP2 program will save you time and it's quite simply the fastest, easiest loan processing we offer. We want to thank you for choosing us as your mortgage lender, and we're looking forward to providing financing for your home.

Within the next few days, your Loan Processor Sharita Belcher will contact you via e-mail. Since e-mail is fast, easy, and private, we recommend using this method of communication throughout your mortgage experience.

Your Loan Processor will guide you through the mortgage process until you move into your new home. In fact, our service is so outstanding we guarantee to meet your closing date, or we will reduce your interest rate by 1/8th of one percent for the life of your loan.

The information outlined in the Loan Information section of this document is a summary of the data you provided. Please review this information closely, along with the other documents provided in this package, and contact your Loan Processor if any modifications are necessary.

Conditions that you are required to satisfy for loan closing are attached and must be printed separately. A satisfactory appraisal or property value assessment (arranged by us) on the home you wish to finance, along with verification of your income and assets, is required. Please note that if any information changes in the Loan Information Section of this document, or if the information cannot be verified, your rate, costs, and conditions associated with your loan may change as well. The interest rate and points combination you select must not cause the loan to exceed applicable high-cost threshold(s).

0679067V (12.08.06)



In order to assist us in meeting your closing date of 05/15/2007, we have outlined a Three Easy Step Process for you to complete. If you have any questions regarding these steps, or the mortgage process in general, please do not hesitate to contact your Loan Processor via e-mail at sharita.belcher@mortgagefamily.com or toll-free at (800) 236-3268 ext. 81991.

Your Loan Processor will be working with the following third parties to obtain other documents needed for closing: an appraiser, homeowner's association, a title company or closing agent, and an insurance agent, if applicable.

#### STEP 1:

#### REVIEW ALL FORMS IN STEP 1 POCKET

- · Write any corrections or missing information on the forms.
- Sign as indicated.
- Return to us in the provided mailing envelope, along with all requested items in STEP 3
  (see envelope for instructions on pick-up or drop-off).

#### STEP 2:

#### REVIEW ALL FORMS IN STEP 2 POCKET

- Note any changes that you made on the matching forms in STEP 1.
- · Retain for your records.

#### STEP 3:

#### GATHER AND RETURN THE FOLLOWING DOCUMENTS:

- Information requested on the attached page.
- Include these documents and the signed forms from STEP 1 in the Overnight Mail envelope provided (if you have not already sent them).

We're here to make your home-financing experience fast, simple, and pleasant. We look forward to assisting you and we welcome your questions, now, or at anytime.

Regards,

## Gerwin Wallace

Gerwin Wallace Mortgage Loan Consultant (800) 236-3268 ext. 99999 gerwin.wallace@mortgagefamily.com

\*\* Georgia and Minnesota customers only - State Law requires that we inform you that final approval is not guaranteed and may be subject to final review.

0679070 (04.10.07) Continued.

#### LOAN CONDITIONS:

- \* The sales price has been accepted as the property value. No appraisal is required.
- Provide a fully executed agreement of sale to support the purchase price of \$385000.00.
- Typed, signed, dated original application for 1st mortgage and 2nd mortgage amounts.

- Obtain a full title search and mortgagee title-insurance policy prior to closing the loan.

  Approval is valid up to an interest rate of 9.125 percent, based on the current application data.

  Sign and date the Request for Transcript of Tax Return (IRS form 4506T) that is included in your application package.
- Customer must execute the Second Mortgage Balloon Loan Disclosure prior to closing. Confirm the seller is the owner of record on title commitment or appraisal.
- We will request flood-zone certification; if flood insurance is required, provide a copy of the policy at or before closing.
- \* All verification documents must be dated within 120 days of the closing date. For new construction, documents must be dated within 180 days of the closing date.
- Provide the declarations page for the homeowners insurance policy showing Lender named as the loss payee to verify coverage for 1st mortgage and home equity line of credit/second mortgage.
- \* Confirm that our Customer and Seller are named on the Contract of Sale. If the Contract of Sale has been Assigned, further investigation may be
- Homeowner's Insurance Policies that limit/exclude from coverage, perils such as windstorm, hurricane, hail damage, are not acceptable. If your policy excludes such coverage, a separate policy/endorsement that provides adequate coverage is required.
- Any changes in your application may affect, but is not limited to, rate, points, appraisal requirements, maximum loan amount, and additional documentation may be required.
- Provide documentation confirming that homeowner's insurance has been, or will be, obtained at or before closing, and that premiums have been prepaid for one year.
- All parties who sign the security instrument must also sign and date the Truth in Lending, and the Right of Rescission (if applicable).

## **Special Instructions Cover Sheet**

Tier: I

## 95 ERA MORTGAGE

Loan Number: 0044342830 Corresponding Loan Number: 0044342848

#### PIERRE-LOUIS, J

| Date/Time: 5/3/2007 2:30 PM Processor: Sharita Belcher Consultant: Gerwin Wallace Underwriter: Closer:                                 | Borrower: Kennedy Ext: 81991 Ext: 99999 Ext: Ext:                  |
|--|--|
| Client Name: ERA KING REAL ESTATE. CO AN<br>Property Address: 101 KARIAN COURT OXFORD, AL  | NNISTON<br>36203   |
| Program: 30 yr Fixed (L30)<br>Loan Amt: 308,000.00<br>Occupancy: Owner Occupied  | LTV: 80.00<br>Purpose: Purchase<br>Client ID#: 161042              |
| Rate Lock Date: 05/03/2007<br>Lock Status: LOCKED  | Rate Exp Date: 06/04/2007<br>Team: Tier Team A (TRA)               |
| SPECIAL INSTRUCTIONS:  ARM Product  Documents to be included  Early AM Delivery  Saturday Delivery  Mailaway Closing  Other  Bond Loan | Affordability Product Use Federal Express Use DHL Use Express Mail |
| Spanish Language CD  |  |

COVERAPP (11.11.05) (5/3/2007 2:30 PM

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We have established a special number for you to use if, at any point you are not completely satisfied with our services. Please call the Office of the President at (800) 236-3268 extension 12345

Sharita Belcher
Loan Processor
(800) 236-3268 Ext: 81991
sharita.belcher@mortgagefamily.com
Fax: (856) 917-2964
Gerwin Wallace
Mortgage Consultant
(800) 236-3268 Ext: 99999
Real Estate Agent:
Donna Sanders
(000) DON-NASA
Loan Number: 0044342830
0044342848

Sharita Belcher

Loan Processor
(800) 236-3268 Ext: 81991
sharita.belcher@mortgagefamily.com
Fax: (856) 917-2964
Gerwin Wallace
Mortgage Consultant
(800) 236-3268 Ext: 99999
Real Estate Agent:
Donna Sanders
(000) DON-NASA
Loan Number: 0044342830
0044342848

0645354 (111105) New Mktng (Logo)

0044342830

April L Kennedy



### At ERA Mortgage, your satisfaction is our top priority.

And you won't find anybody more knowledgeable about home loans and committed to making the process easy than your Mortgage Processor.

But just in case you can't get the answers you're looking for, you can call a member of our leadership team directly at (800) 236-3268, ext. 12345.

Thank you for your business. We sincerely appreciate the trust you've placed in all of us.

Sincerely,

Terry Edwards President & CEO

Mortgage Services

Thence Edwards

MOTLET1 (101405)



## Personal Profile & Loan Request

This is your easy to understand application

LOAN NUMBER: 0044342830

### About You...

| Personal Information  | Personal Information   |
|---|--|
| April L Kennedy<br>2513 Coldwater ROAD, ANNISTON AL 36201   |  |
| Social Security Number: 420-27-5713 Age: 27 Marital Status: UNMARRIED Years in School: 0 # of Dependents: 0 Ages: | Social Security Number: Age: Marital Status: Years in School: # of Dependents: Ages: |
| Contact Information   | Contact Information  |
| Home: (256) 310-2167 Business: (256) 235-5217 Fax: E-Mail: Alternate Telephone:                                   | Home: Business: Fax: E-Mail: Alternate Telephone:                                    |

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification of the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan. If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

April L Kennedy

## About Your Property...

Dear April L Kennedy

Thank you for allowing us to handle the Purchase of your Owner Occupied home located at 101 KARIAN COURT , OXFORD, AL 36203, CALHOUN The title to the property will be held in the name(s) of April L Kennedy

## About Your Mortgage...

Conventional mortgage in the amount of \$308,000.00, with a sale price of \$385,000.00 360 month term, fixed rate mortgage 6.350% - Please refer to the attached Interest Rate Confirmation Agreement **06413541** (09.08.06) Page 1 of 5

### About Your Income...

| Place of Employment   | Place of Employment      |  |
|---|--------------------------|--|
| Employer: Regional Medical Center Address: 400 East 10th Street ANNISTON AL 36207 United States | Employer:<br>Address:    |  |
| Present Position: Nurse   | Present Position:        |  |
| Dates of Employment: 05/03/2003   | Dates of Employment:     |  |
| Office Telephone Number: (256)235-5217  | Office Telephone Number: |  |
| Monthly Income 6,000.00   | Monthly Income           |  |
| Source* 6,000.00 Base Income OT/Bonus/Comm Other Income   | Source*                  |  |

<sup>\*</sup>Alimony, separate maintenance, or child support does not need to be revealed if you do not wish to have it considered for repayment of this loan.

### About Your Liabilities...

The liabilities being considered for your qualifications are \*\*:

123.00 Installment Debt 202.00 Revolving Debt

Alimony/Child Support/ Separate Maintenance

Other

## About Your Assets...

The Source of your downpayment and settlement charges will be drawn from\*\*\*:

80,000.00 Checking Account

Savings Account Investment Account

Other Proceeds

3,000.00 Cash deposit already given towards purchase

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<sup>\*</sup>Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

<sup>\*\*</sup>Please note that all liabilities are subject to proper verification and are expressed on this form as a cumulative total of monthly payments.

<sup>\*\*\*</sup>Please note that all assets are subject to proper verification and are expressed on this form as a cumulative total of accounts.

## About Your Real Estate...

| Address | Property Type | Status | Property<br>Value | Liens | Monthly<br>Mortgages | Rental<br>Income | Insurance,<br>Taxes &<br>Misc |
|---------|---------------|--------|-------------------|-------|----------------------|------------------|-------------------------------|
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |
|         |               |        |                   |       |                      |                  |                               |

 $\mathsf{Status} = \, R \, \mathsf{-} \, \mathsf{Rental} \, \, \mathbf{S} \, \mathsf{-} \, \mathsf{Sold} \, \, \mathbf{PS} \, \mathsf{-} \, \mathsf{Pending} \, \, \mathsf{Sale} \, \, \mathbf{O} \, \mathsf{-} \, \mathsf{Other}$ 

### **Declarations**

| Y-Yes N-No  | Borrower | Co-borrower |
|---|----------|-------------|
| Are there any outstanding judgments against you?  | N        |             |
| Have you been declared bankrupt within the past 7 years?  | N        |             |
| Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?   | N        |             |
| Are you a party to a lawsuit?   | N        |             |
| Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond or loan guarantee. If "Yes," please provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.) | N        |             |
| Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond or loan guarantee? If "Yes," give details as described in the preceding question.  | N        |             |
| Are you obligated to pay alimony, child support, or separate maintenance?   | N        |             |
| Is any part of the down payment borrowed?   | N        |             |
| Are you a co-maker or endorser on a note?   | N        |             |
| Are you a U.S. citizen?   | Y        |             |
| Are you a permanent resident alien?   | N        |             |
| Do you intend to occupy the property as your primary residence?   | Y        |             |
| Have you had an ownership interest in a property in the last three years?   | N        |             |
| What type of property did you own principal residence (PR), second home (SH), or investment property (IP)?  |          |             |
| How did you hold title to the home solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?   |          |             |

## Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors and assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

| Borrower's Signature | Date | Co-Borrower's Signature | Date |
|----------------------|------|-------------------------|------|
| X                    |      | X                       |      |

## Information for Government Monitoring Purposes

The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the material above to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

|    | Borrower                          |   |              | Co- | -Borrower  |
|----|-----------------------------------|---|--------------|-----|--|
|    | ☐ I do not wi                     | sh to furnish this in   | formation    |     | I do not wish to furnish this information  |
|    | Ethnicity Hispanic o X Not Hispan | r Latino<br>nic or Latino                                     |              | B   | Ethnicity Hispanic or Latino Not Hispanic or Latino  |
|    | Asian<br>Black or A               | Indian or Alaskan N<br>frican American<br>vaiian or Other Pac |              |     | Race American Indian or Alaskan Native Asian Black or African American Native Hawaiian or Other Pacific Islander White |
|    | Sex Male                          | K Female  |              |     | Sex Male Female  |
| Me | ethod of A                        | pplication  |              |     |  |
|    | Telephone                         |   |              |     |  |
|    | Mail                              |   |              |     |  |
|    | Face-to-Face by                   |   |              |     |  |
|    | Internet                          | Gerwin W  | allace       |     | 05/03/2007   |
|    |                                   | Interviewer's Name  | Gerwin Walls | ace | Date   |
|    |                                   | Si  | gnature      |     | Date   |
|    |                                   | Si  | gnature      |     | Date   |
|    |                                   |   |              |     |  |

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### Residential Loan Application

| This application is designed to  | be completed by the  | applicant(s) with     | n the Lender's as   | ssistance. Applica | ants should co       | omplete this form  | as "Borrower" o                   | r "Co-Borrower", as                                |
|--|--|-----------------------|---|--------------------|----------------------|--|-----------------------------------|--|
| applicable. Co-Borrower infor  |  |                       |   | _                  |                      |  |                                   | han the "Borrower"                                 |
| (including the Borrower's spou   |  |                       | management of the state of the |                    |                      |  |                                   | and the same of the same and the same and the same |
| property rights pursuant to sta  |  |                       |   |                    |                      |  |                                   |  |
| community property rights pur<br>the Borrower is relying on other  |  |                       |   |                    |                      | ity property is lo   | cated in a commun                 | nty property state, or                             |
| If this is an application for join   |  |                       |   |                    |                      | (sign below):  |                                   |  |
| ar ano io an appreciation for join   | r oroung porromer uni  |                       | en agree and re   | menu te uppi) re   | or John Grean        | (organization).  |                                   |  |
|  |  |                       |   |                    |                      |  |                                   |  |
| April L Kennedy  |  |                       | - 7   | 39                 |                      |  |                                   |  |
| and the second s |  | I. TYPE OI            | F MORTGAGE  | AND TERMS C        | OF LOAN              |  |                                   |  |
| MORTGAGE VA X  | Conventional   | Other:                | Agend   | y Case Number      |                      | Lender C   | ase No.                           |  |
| APPLIED FOR: FHA   | USDA/Rural Housin  | g Service             |   |                    |                      | 004434   | 2830                              |  |
| Amount   | Interest Rate *  | No. of Months         | AMORTIZATION  | Y Fixed Ra         | ate Othe             | er (explain):  |                                   |  |
| \$ 308,000.00  | 6.350 9  | 6 360                 | TYPE:   | ☐ GPM              |                      | M (type):  |                                   |  |
|  |  | II. PROPERTY          | INFORMATIO  | N AND PURPO        |                      |  |                                   |  |
| Subject Property Address   |  |                       |   |                    |                      | County   |                                   | No. of Units                                       |
| 101 KARIAN COURT OXFO  | RD. AL 36203   |                       |   |                    |                      | CALHOUN  |                                   | 1  |
| Legal Description of Subject Pro   | Market and Comment |                       |   |                    |                      |  |                                   | Year Built   |
|  |  |                       |   |                    |                      |  |                                   | VX.16.70-4676-33020                                |
|  |  |                       |   |                    |                      |  |                                   | 1997   |
| Purpose of Loan Y Purcha   | se Construc  | tion                  | Other (   | explain):          |                      | Property will be:  |                                   |  |
| Refinar  | nce Construc   | tion-Permanent        |   |                    |                      | Y Primary  | Secondary                         | Investment   |
|  |  |                       |   |                    |                      | Residence  | Residence                         |  |
| CONSTRUCTION OR CONS   | STRUCTION-PERM   | ANENT LOAN.           |   |                    |                      |  |                                   |  |
| Year Lot Original Cost   | Amou   | nt Existing Liens     | (a) Present   | Value of Lot       | (b) Cost of          | Improvements   | Total (a + b)                     |  |
| Acquired   | s  |                       | \$  |                    | s                    |  | \$                                |  |
| REFINANCE LOAN.  | 12   |                       |   |                    |                      |  |                                   |  |
| Year Original Cost   | Amou   | nt Existing Liens     | Purpose of  | Refinance          |                      | Describe Improve   | ements                            | e to be made                                       |
| Acquired   | 1,710,51.20  |                       |   |                    |                      |  | 145900400 ( <del>- 1</del> 619000 |  |
| \$   | s  |                       | - 1   |                    |                      | Cost: \$   |                                   |  |
| Title will be held in what Name(s  | s) April L Kennedy   | ,                     |   | Mann               | ner in which Ti      | tle will be held   | E                                 | state will be held in:                             |
| ,  | , ipin B Reinea,   |                       |   | 10/20/2007         | JANTS BY S           |  | 100                               | X Fee Simple                                       |
| Source of Down Payment, Settle   | ement Charges and/or   | Subordinate Finan     | ncing (explain)   |                    |                      |  | 1                                 | Leasehold  |
|  |  |                       | 91  |                    |                      |  | 1                                 |  |
|  |  |                       |   |                    |                      |  |                                   |  |
|  | Borrower   | 101.                  | . BORROWER  | INFORMATION        | I.                   | Co-Borrow  | er                                |  |
| Borrower's Name  |  |                       |   | Borrower's Name    |                      |  |                                   |  |
| April L Kennedy  |  |                       |   |                    |                      |  |                                   |  |
| Social Security Number He  | ome Phone  | DOB (MM/DD/YY         | YY) Yrs, School   | Social Security No | umber H              | Home Phone   | DOB (MM/I                         | Yrs. School  |
| 420-27-5713 (2   | 56) 310-2167   | 09/18/1979            | 0   |                    |                      | economic de la companya de la compa |                                   |  |
| Married X Unmarrie   | a (include no  | endents<br>_ages      |   | Married            |                      | ed (include  | Dependents<br>no. ages            | -105   |
| Separated single, div  | /orcea,  |                       |   | Separated          | single, d<br>widowed | ivorcea,   | I                                 |  |
| Present Address  | Own  | X Rent 2.00           | No. Yrs.  | Present Address    |                      | Ow   | n Rent                            | No. Yrs.   |
| 2513 Coldwater ROAD , ANN  | ISTON AL 36201   | 545945 199025 - Al    |   |                    |                      |  | ali 67 - Streetist (              | A CONTRACTOR                                       |
|  |  |                       |   |                    |                      |  |                                   |  |
|  |  |                       |   |                    |                      |  |                                   |  |
| Pa-  |  |                       |   | 15                 |                      |  |                                   |  |
| PREVIOUS ADDRESSES. IF   | LESS THAN TWO  | YEARS                 |   | 16-                |                      |  |                                   |  |
| Mailing Address, if different from   | o Own  | Rent                  | No. Yrs.  | Mailing Address,   | if different from    | m 🔲 Ow   | n Rent                            | No. Yrs.   |
| Present Address  |  | e transcribertos e Es | - New Committee   | Present Address    |                      |  | ann sir strikening v              |  |
|  |  |                       |   |                    |                      |  |                                   |  |
| ino.   | ,  |                       |   |                    |                      |  |                                   |  |
| Mailing Address, if different from   | o Own  | Rent                  | No. Yrs.  | Mailing Address,   | if different from    | m 🔲 Ow   | n Rent                            | No. Yrs.   |
| Present Address  | 2 Tv   |                       | 0.575 (0.575)   | Present Address    |                      | 3.27 <u>(A)</u>  |                                   |  |
|  |  |                       |   |                    |                      |  |                                   |  |
|  |  |                       |   |                    |                      |  |                                   |  |
| * Refer to Rate Contract   |  |                       |   |                    |                      |  |                                   |  |

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CM21-1 (05.12.06)

Freddie Mac Form 65 7/05 Fannie Mae Form 1003 7/05

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|   | Borrower                 |                | IV. E  | MPLOYMEN                | T INFOR           | MATION                   | C                      | o-Borrower           |          |   |                         |
|---|--------------------------|----------------|--|-------------------------|-------------------|--------------------------|------------------------|----------------------|----------|---|-------------------------|
| Employer  | Self Emp                 | loyed          | Yrs. or  | n this job              | Employe           | r                        |                        | Self Empl            | oyed     | Yrs. c                                  | on this job             |
| Regional Medical Center                           |                          | Control of the | 4.0  |                         | DOMESTICAL STREET |                          |                        |                      |          | 100000000000000000000000000000000000000 |                         |
| 400 East 10th Street ANN                          | ISTON AL 36207 United    |                | Yrs. em  | ployed in<br>line of    | 1                 |                          |                        |                      |          | Yrs. er                                 | mployed in<br>s line of |
| States  |                          |                | this<br>work/p   | line of<br>rofession    |                   |                          |                        |                      |          | this<br>work/                           | s line of<br>profession |
| DATES EMPLOYED: From                              | :05/03/2003 To           | 4.0            |  | DATES                   | MPLOYED: F        | From:                    | To                     |                      |          | 10.000.000.1000.000                     |                         |
| Position/Title/Type of Busin                      | ness                     | Busines        | s Phone  |                         | Position/         | Title/Type of E          | Business               |                      | Busine   | ss Phone                                | )                       |
| Nurse   | er trade size            | (256)23        | 35-5217  |                         |                   |                          | Control of the second  |                      |          |   |                         |
| PREVIOUS EMPLOYERS                                | IF LESS THAN TWO YEA     | RS             |  |                         |                   |                          |                        |                      |          |   |                         |
| Employer  | Self Emp                 | loyed Da       | tes  |                         | Employe           | r                        |                        | Self Empl            | oyed Da  | ates                                    |                         |
|   |                          |                |  |                         | l                 |                          |                        |                      |          |   |                         |
|   |                          |                |  |                         | l                 |                          |                        |                      | ⊢        |   |                         |
|   |                          | Мо             | nthly Inco   | ome                     | l                 |                          |                        |                      | Mo       | onthly Inc                              | ome                     |
|   |                          | \$             | 1000   |                         |                   |                          |                        |                      | \$       |   |                         |
| Position/Title/Type of Busin                      | ness                     | Busines        | ss Phone   |                         | Position/         | Title/Type of E          | Business               |                      | Busine   | ss Phone                                | )                       |
|   |                          |                |  |                         | _                 |                          |                        | _                    | Ц_       |   |                         |
| Employer  | Self Emp                 | loyed Dat      | tes  |                         | Employe           | r                        | ļ                      | Self Empl            | oyed Da  | ates                                    |                         |
|   |                          |                |  |                         | l                 |                          |                        |                      |          |   |                         |
|   |                          |                |  |                         |                   |                          |                        |                      | $\vdash$ |   |                         |
|   |                          | Мо             | nthly Inco   | ome                     | l                 |                          |                        |                      | Mo       | onthly Inc                              | ome                     |
|   |                          | \$             | _  |                         |                   |                          |                        |                      | \$       | -                                       |                         |
| Position/Title/Type of Busin                      | ness                     | Busines        | ss Phone   |                         | Position/         | Title/Type of E          | Business               |                      | Busine   | ss Phone                                | l .                     |
|   | V MON                    | HI V INC       | OME AN   | ID COMBINE              | D HOUS            | NG EYDEN                 | SE INFORMA             | TION                 |          |   |                         |
| Gross Monthly Income                              | Borrower                 | Co-Borre       |  | Tota                    |                   | Combined                 |                        | Present              |          | D <sub>1</sub>                          | roposed                 |
| Base Empl. Income* \$                             | 6,000.00 \$              | OO DON         | OWE  | -                       | 5,000.00          | Rent                     | xpense                 |                      | 0.00     |   | орозса                  |
| Overtime  | 0,000.00                 |                |  | \$ (                    | 5,000.00          | First Mortgag            | 10 (D&I)               |                      | 00.00    |   | 1.916.49                |
| Bonuses   |                          |                |  |                         |                   | Other Finance            |                        |                      | -        |   | 292.63                  |
| Commissions                                       |                          |                |  |                         |                   | Hazard Insur             |                        |                      | $\neg$   |   | 123.20                  |
| Dividends/Interest                                |                          |                |  | 1                       |                   | Real Estate              |                        |                      | 一        |   | 107.58                  |
| Net Rental Income                                 | T T                      |                |  | 1                       |                   | Mortgage Ins             |                        |                      | $\neg$   |   | 0.00                    |
| Other (before completing,                         |                          |                |  |                         |                   | Homeowner                |                        |                      | $\neg$   |   | 0.00                    |
| see the notice in "describe other income", below) |                          |                |  |                         |                   | Other: Other             |                        |                      |          |   | 0.00                    |
| Total \$  | 6,000,00 \$              |                |  | \$ (                    | 5.000.00          | Total                    | 9                      | 3.5                  | \$ 0.00  |   | 2,439,90                |
| Calf Employed Barrayer/a                          | \ he resulted to more    | la a delitiana |  |                         |                   | a and fluorate           |                        | 2-20                 |          |   |                         |
| *Self Employed Borrower(s                         | may be required to provi | e additiona    | ai docume  | entation such as        | s tax return      | is and financia          | ai statements.         |                      |          |   |                         |
| DESCRIBE OTHER INCO                               |                          |                |  |                         |                   |                          | d not be reveale       |                      |          |   |                         |
| 121   | E                        | orrower (B)    | or Co-B  | orrower (C) doe         | s not choo        | se to have it o          | considered for re      | paying this loan     | 1.       |   |                         |
| B/C   |                          |                |  |                         |                   |                          |                        |                      |          |   |                         |
| В   |                          |                |  |                         |                   |                          |                        |                      |          |   |                         |
| 1   |                          |                |  |                         |                   |                          |                        |                      |          |   |                         |
|   |                          |                |  |                         |                   |                          |                        |                      |          |   |                         |
|   |                          |                | V  | I. ASSETS A             | ND LIABI          | LITIES                   |                        |                      |          |   |                         |
| SCHEDULE OF REAL EST                              | TATE OWNED               | 200            | 20040  |                         | 2                 |                          | 2 500                  | <u> 2</u> . 1953 (b. | - Incu   | rance,                                  | _                       |
| Property Address<br>(S = Sold, PS = Pending S     | ale, R = Rental)         | Typ            | e Of<br>perty  | Present<br>Market Value |                   | mount of<br>ages & Liens | Gross<br>Rental Income | Mortgage<br>Payments | Mainte   | enance,                                 | Net<br>Rental Income    |
|   |                          | <del></del>    |  |                         |                   |                          |                        |                      | raxes    | & Misc.                                 |                         |
|   |                          | 11             |  |                         |                   |                          | a:                     |                      |          |   | a                       |
|   |                          | $\vdash$       | \$   |                         | \$                |                          | \$                     | 5                    | \$       |   | \$                      |
|   |                          |                |  |                         |                   |                          |                        |                      |          |   |                         |
|   |                          | $\vdash$       | +  |                         | +                 |                          |                        |                      | -        |   | $\vdash$                |
|   |                          |                |  |                         |                   |                          |                        |                      |          |   |                         |
|   |                          | -              | +  |                         | +                 |                          |                        |                      | +        |   |                         |
|   |                          | Tota           | ale a  |                         |                   |                          | 4                      | g.                   | g        |   | œ.                      |
| ADDITIONAL NAMES UNI                              | DED WUICH OBEDIT HAS     | - Contraction  | Maria Caracian Caraci | N DECEIVED              | 5                 |                          | \$                     | 5                    | 2        |   | \$                      |
|   | Alternate Name           | - REVIOU       | OLI DEE  | IN NECEIVED             |                   | Creditor Na              | me                     |                      |          | Account                                 | t Number                |
|   |                          |                |  |                         |                   |                          | and the second second  |                      |          |   | Maria Mi                |
|   |                          |                |  |                         |                   |                          |                        |                      |          |   |                         |
|   |                          |                |  |                         |                   |                          |                        |                      |          |   |                         |
| CM21 (120905).2                                   |                          |                |  | <u> </u>                | raprosposi        |                          |                        |                      |          | Ered.e.                                 | Mac Form 65 7/0         |
| JINE (120905).2                                   |                          |                |  | Page                    | 2 of 4            |                          |                        |                      |          |   | ae Form 1003 7/0        |

CHASE 00024

#### VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

| completed about that spouse or other  | person also.            | 00541 Yes 144 See   | Completed                                     | Jointly x Not Jointly                         |
|---|-------------------------|---|---|---|
| ASSETS Description  | Cash or Market<br>Value | Liabilities and Pledged Assets. List the credite outstanding debts, including automobile loar loans, alimony, child support, stock pledges, Indicate by (*) those liabilities which will be s | ns, revolving charge<br>etc. Use continuation | accounts, real estate on sheet, if necessary. |
| Cash deposit toward purchase  | \$ 3,000,00             | upon refinancing of the subject property.  LIABILITIES  | Monthly Payt. &<br>Mos. Left to Pay           | Unpaid<br>Balance                             |
| BANKS, S & L, CREDIT UNIONS   |                         |   |   |   |
| WACHOVIA BANK   |                         | US DEP ED   | \$ Payment/Months                             | \$  |
| CHCK  | 80,000.08               | Acet no. 4202757121   | 123.00  | 6,907.00                                      |
|   |                         | FIA CSNA  | \$ Payment/Months                             | \$  |
|   |                         | TIA CSNA  | 62.00   | 2,734.00                                      |
|   |                         | Acct. no. 7963  | 44  | 2,754.00                                      |
| TOTAL   | \$ 80,000,00            |   | \$ Payment/Months                             | \$  |
|   | D.CAMANAN               | OLMB/OLDIVAY I  | 115.00  | 2,298.00                                      |
|   |                         | Acct. no. 601859600238  | 20  |   |
|   |                         | GEMB/WALMART  | \$ Payment/Months                             | \$  |
|   |                         |   | 22.00   | 525.00  |
|   |                         | Acct. no. 603220141097  | 24  |   |
| TOTAL   | \$                      | US BANK/NA ND   | \$ Payment/Months                             | \$  |
|   |                         |   | 3.00  | 159.00  |
|   |                         | Acet. no. 4013988565378745  | 53  |   |
|   |                         |   | \$ Payment/Months                             | \$  |
|   |                         |   |   |   |
|   | T                       | Acct. no.   |   |   |
| TOTAL   | \$                      | -   | \$ Payment/Months                             | \$  |
|   |                         |   |   |   |
|   |                         | Acct. no.   | 33 27 2                                       | 2.  |
|   |                         |   | \$ Payment/Months                             | \$  |
|   |                         | A   | 1   |   |
| TOTAL   | \$                      | Acct. no.   | \$ Payment/Months                             | \$  |
| Stocks & Bonds  | \$                      | 1   | \$ Fayinent/Months                            | \$  |
| Olocks & Bolids   | •                       | Acct. no.   | 1   |   |
|   |                         | 71661. 716.   | \$ Payment/Months                             | \$  |
| Gift  |                         |   |   | **  |
|   |                         | Acct. no.   | 1   |   |
|   |                         | Section (Section Co.  | \$ Payment/Months                             | \$  |
| Life insurance net cash value   | \$                      |   |   |   |
| Face amount: \$   |                         | Acct. no.   |   |   |
| SUBTOTAL LIQUID ASSETS  | \$ 83,000,00            | 1   | \$ Payment/Months                             | \$  |
| Real estate owned   | \$                      |   |   |   |
| Vested interest in retirement fund  | \$ 25,000,00            | Acct. no.   |   |   |
|   |                         |   |   | \$  |
| Net worth of business(es) owned   | \$                      | -   | \$ Payment/Months                             | 370   |
|   | \$                      |   | \$ Payment/Months                             |   |
|   | 7494K                   | Acct. no.   | SC Co for Historical Prints and               |   |
|   | 7494K                   | Acct. no.   | \$ Payment/Months  \$ Payment/Months          | \$  |
| Automobiles owned   | \$                      |   | SC Co for Historical Prints and               |   |
| Automobiles owned Other Assets  | 7494K                   | Acet. no.   | \$ Payment/Months                             |   |
| Net worth of business(es) owned Automobiles owned  Other Assets Personal Property | \$                      |   | SC Co for Historical Prints and               |   |
| Automobiles owned Other Assets  | \$                      | Acct. no. Alimony/Child Support/Separate Maintenance Payments Owed to:  | \$ Payment/Months                             |   |
| Automobiles owned Other Assets  | \$                      | Acet. no.   | \$ Payment/Months                             |   |
| Automobiles owned Other Assets  | \$                      | Acct. no. Alimony/Child Support/Separate Maintenance Payments Owed to:  Job Related Expense (child care, union dues, etc.)  | \$ Payment/Months \$                          |   |
| Automobiles owned Other Assets  | \$                      | Acct. no. Alimony/Child Support/Separate Maintenance Payments Owed to:  Job Related Expense (child care, union dues, etc.)  TOTAL MONTHLY PAYMENTS  | \$ Payment/Months                             | \$  |

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| VII. DETAILS OF TRANSACTION  | VIII. DECLARATIONS  |
|--|---|
| a. Purchase price  | Borrower Co-Borrower  |
| b. Alterations, improvements, repairs  | Yes No Yes No   |
| c Land (if acquired separately)  | a. Are there any outstanding judgments against you?   |
| d. Refinance (incl. debts to be paid off)  | b. Have you been declared bankrupt within the past 7 years?   |
| e. Estimated prepaid items   | c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?  |
| f. Estimated closing costs   | d. Are you a party to a lawsuit?  |
| g. PMI, MIP, Funding Fee   | e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer   |
| h. Discount (if Borrower will pay)   | of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home   |
| i. Total costs (add items a through h)   | loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case   |
| L. Subordinate financing   | number, if any, and reasons for the action.)  |
| k. Borrower's closing costs paid by Seller  I. Other Credits (explain)   | f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If  |
| Employer Paid Fees   | "yes, give details as described in the preceding question.  g. Are you obligated to pay alimony, child support, or separate   |
| Litiployer Fald Fees   | maintenance? h. Is any part of the down payment borrowed?   |
|  | i. Are you a co-maker or endorser on a note?  |
|  | j. Are you a U.S. citizen?  |
| Homequity Credit Line  | k. Are you a permanent resident alien?  |
| m. Loan amount<br>(exclude PMI, MIP, Funding Fee Financed)   | I. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.   |
| n. PMI, MIP, Funding Fee financed  | m. Have you had an ownership interest in a property in the last three   |
| o. Loan amount (add m & n)   | (1) What type of property did you own principal residence (PR), second home (SH), or investment property (IP)?  |
| p. Cash from/ to Borrower See Good Faith (subtract j, k, I & o from i) Estimate  | (2) How did you hold title to the home solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?   |
| •  | OWLEDGMENT AND AGREEMENT  |
| by a mortgage or deed of trust on the property described herein; (3) the application are made for the purpose of obtaining a residential mortgamay verify or reverify any information contained in the application from and/or an electronic record of this application, even if the Loan is not continuously rely on the information contained in the application, and material facts that I have represented herein should change prior to deservice of the Loan may, in addition to any other rights and remedies consumer credit reporting agencies; (9) ownership of the Loan and/or law; (10) neither Lender nor its agents, brokers, insurers, servicers, suppoperty or the condition or value of the property; and (11) my transmare defined in applicable federal and/or state laws (excluding audio a  | ode, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured e property will not be used for any illegal or prohibited purpose or use; (4) all statements made in the ge loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan om any source named in this application, and Lender, its successors or assigns may retain the original of approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may I am obligated to amend and/or supplement the information provided in this application if any of the losing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or that it may have relating to such delinquency, report my name and account information to one or more administration of the Loan account may be transferred with such notice as may be required by state accessors or assigns has made any representation or warranty, express or implied to me regarding the ission of the application as an "electronic record" containing my "electronic signature," as those terms ind video recordings), or my facsimile transmission of this application containing a facsimile of my ion of this application were delivered containing my original written signature. |
| Borrower's Signature Date  | Co-Borrower's Signature Date  |
| The state of the s |   |
| X  | lx l  |
|  | OR GOVERNMENT MONITORING PURPOSES   |
| The following information is requested by the Federal Government of credit opportunity, fair housing and home mortgage disclosure laws. lender may discriminate neither on the basis of this information, nor crace. For race, you may check more than one designation. If you information on the bases of visual observation or surname. If you distributed in the disclosures satisfy all requirements to which  | or certain types of loans related to a dwelling in order to monitor the lender's compliance with equal of ou are not required to furnish this information, but are encouraged to do so. The law provides that a n whether you choose to furnish it. If you furnish the information, please provide both ethnicity and do not furnish ethnicity, race or sex, under Federal regulation, this lender is required to note the onot wish to furnish the information, please check the box below. (Lender must review the above the lender is subject under applicable state law for the particular type of loan applied for.)   |
| BORROWER  I do not wish to furnish this information  Ethnicity:  Hispanic or Latino  X Not Hispanic or Latino  | CO-BORROWER I do not wish to furnish this information  Ethnicity: Hispanic or Latino Not Hispanic or Latino   |
| American Indian Asian B  | ack or Rocci American Indian Asian Black or   |
| Native Hawaiian or X White   | rican American African American Native African American Native Hawaiian or White  |
| Sex: X Female Male   | Sex: Cther Pacific Islander Male  |
| To be Completed by Interviewer Interviewer's Name (print or type)  | Name and Address of Interviewer's Employer  |
|  |   |
| This application was taken by: Gerwin Wallace  | 05/03/2007 ERA Mortgage   |
| This application was taken by:  Gerwin Wallace  Interviewer's Signature  | ERA Mortgage  |
|  | ERA Mortgage  |
| Face-to-face interview Interviewer's Signature   | Date 3000 Leadenhall Road Mount Laurel, NJ 08054  |

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## **Interest Rate Confirmation Agreement**

April L Kennedy

2513 COLDWATER RD ANNISTON, AL 36201 ✓ Please Review
☐ Requires Signature

5/3/2007 **Loan Number:** 0044342830

#### Dear April L Kennedy:

This is a confirmation of the rate lock option you selected on 05/03/2007. Please acknowledge receipt of this confirmation by signing and returning this document with your application package. A copy has been included for your records.

This confirmation of your interest rate is not a commitment to provide financing and is valid only for the Loan Information listed below. If any information in the Loan Information section changes, or if the interest rate and point combination you select causes the loan to exceed applicable federal, state, or local high-cost threshold(s), your interest rate and applicable margin, origination fee, discount points and/or commitment fee may be subject to change.

We will process your loan application and be ready to close on or before your Rate Lock Expiration, unless an event beyond our control delays the process.

|   | ✓ Loan Information  |  |  |  |
|---|---|--|--|--|
| Property Address: 101 KARIAN COURT<br>OXFORD, AL 36203                            | Total Monthly Debt: \$ 325.00 Total Monthly Income: \$6,000.00 Self Employed: x indicates yes April L Kennedy |  |  |  |
| Occupancy Type: Owner Occupied  | Loan Type: Conventional   |  |  |  |
| Sales Price: \$ 385,000.00<br>Loan Amount: \$ 308,000.00                          | Loan Term: 30 Program: 30 yr Fixed (L30)  |  |  |  |
| Loan Amount: \$ 508,000.00  | Program: 30 yr Fixed (L30)  |  |  |  |
|   | ✓ Statement of Term   |  |  |  |
| Interest Rate: 6.350%   | Rate Lock Option: LOCK  |  |  |  |
| Lock Expiration Date: 06/04/2007<br>Closing Date: 05/15/2007                      | Rate Lock Period: 30  |  |  |  |
| PMI Required: NO  | Escrow Account Required: NO   |  |  |  |
| Origination Fee: 0.000%   |   |  |  |  |
| Discount Points: 0.000%   | Adjustable Rate Mortgage Information  |  |  |  |
| Commitment Fee: 0.000%  |   |  |  |  |
| *Total: 0.000%  |   |  |  |  |
| *Please refer to the Good Faith Estimate for other costs and fees that may apply. |   |  |  |  |
| Lender Contribution   |   |  |  |  |
| To Closing Costs: \$ 0.00   |   |  |  |  |
|   |   |  |  |  |
| Up-Front Money Paid: \$ 0.00  |   |  |  |  |

06757191 (12.08.06)

#### The rate option you have selected is:

#### Rate Protection Option:

By selecting the Rate Protection option, your rate will be capped at .%. Even if rates increase, this will be the maximum interest rate for your loan provided closing occurs prior to your Rate Lock Expiration and no information disclosed in the Loan Information section changes. If any information in the Loan Information section changes, or if the interest rate and point combination you select causes the loan to exceed applicable federal, state, or local high-cost threshold(s), your interest rate and applicable margin, origination fee, discount points and/or commitment fee may be subject to change.

You have the option, after you have signed a contract of sale on the property and not sooner than sixty (60) days prior to the scheduled Closing Date, to exercise your One-Time Float Down option. To take advantage of this One-Time Float Down option, you must contact your Mortgage Counseling Team at (800) 236-3268 extension 99999 on the day you wish to finalize your rate.

If you do not elect to finalize the rate, you will receive the lower of .% or the rate in effect at 12:00 p.m. Eastern Standard Time on the date ("Set Date") that is (a) five (5) calendar days prior to the scheduled Closing Date or, if closing is to occur through an escrow (applicable to property located in Alaska, Arizona, California, Hawaii, Idaho, Nevada, New Mexico, Oregon, Utah, Washington State, and parts of Ohio), (b) the day the loan documents are sent to escrow. If the Set Date falls on a weekend or legal holiday, we will use the rate in effect the business day preceding the Set Date.

Once the final rate is established, the closing cannot be rescheduled to provide a lower rate. You will not be eligible for any further rate decreases.

If your mortgage loan closes after the Rate Lock Expiration, your capped interest rate will be subject to the higher of .% or current market rates.

#### Rate Protection Examples

(The rates reflected are intended to be used as examples only; they do not reflect current market conditions or your own mortgage interest rate).

The capped rate is 7.375% with 1 Discount Point + 1% Origination Fee If the closing occurs on or before the rate cap expiration, the market rate in effect on the Set Date will be used to determine the final rate.

- The market rate is 7.00% with 1 Discount Point + 1% Origination Fee (lower than capped rate). Final rate will be the market rate.
- The market rate is 7.375% with 1 Discount Point + 1% Origination Fee (same as the capped rate). Final rate will be the capped rate.
- The market rate is 7.75% with 1 Discount Point + 1% Origination Fee (higher than the capped rate). Final rate will be the capped rate.

#### One-Time Float Down:

By selecting our One-Time Float Down option to finalize your rate, you have committed to the rate and applicable origination fee, discount points and/or commitment fee specified in the Statement of Terms section of this document. If any information in the Loan Information section changes, or if the interest rate and point combination you select causes the loan to exceed applicable federal, state, or local high-cost threshold(s), your interest rate and applicable margin, origination fee, discount points and/or commitment fee may be subject to change. If your mortgage loan does not close by the Rate Lock Expiration date, your rate will be subject to the higher of the above stated rate or the current market rates.

06757192 (12.08.06)